

PLANET

TERMS AND CONDITIONS OF USE OF CONTRACTOR DATA PRODUCTS PURCHASED UNDER PRIVATE SECTOR SMALL CONSTELLATION SATELLITE DATA PRODUCT, BPA# 80HQTR18A0026

These terms and conditions and the supplemental terms of *MASTER PLATFORM ACCESS AND CONTENT LICENSE AGREEMENT FEDERAL AGENCY END USER* hereto (collectively, the "Agreement") govern the use of Contractors' Data Products (see definition of Data Products below) licensed by the National Aeronautics and Space Administration (hereinafter, "NASA", "Licensee" or the "US Government") through the above-referenced contract (the "Prime Contract"), and supersede any other applicable terms and conditions.

I. DEFINITIONS:

A.1 AUTHORIZED USER: "Authorized User" means the number of users included in an applicable order under the Prime Contract. Authorized Users include users from the following categories:

- (i) Government employees of NASA; and
- (ii) Researchers on NASA Earth Science Division funded scientific research programs; and
- (iii) Related Entities, as defined in Section D, below

Authorized Users are provided Planet Platform user accounts and have the right to utilize Planet Content and create Derivative Products solely for Scientific Use.

A.2 COMMERCIAL USE: "Commercial Use" means any use by the Authorized Users of the Data Products not specifically covered by the definition herein of Scientific Use, such Commercial Use is explicitly prohibited. Examples of Commercial Use include, but are not limited to:

- (i) Use of Planet Content or Derivative Products for Commercial Use including for the development of commercial products or services and is exclusive of activities sponsored by non-governmental organizations, regardless of for-profit or not-for-profit status; and
- (ii) Use of the Planet Content for the business needs of any third person or entity, including without limitation, providing any services to any third parties; and
- (iii) Use in advertising, marketing and promotional materials and services on behalf of a customer, client, employer, employee or other non-governmental organization for purposes other than NASA Scientific Use; and
- (iv) Use in any materials or services for sale or for which fees or charges are paid or received (e.g., textbook supplemental materials, books, syllabi, course packs) for purposes other than NASA Scientific Use; and
- (v) Use in any books, news publication or journal for purposes other than NASA Scientific Use.

B.1 DATA PRODUCTS: Data wholly owned and/or controlled by a Contractor, and delivered or otherwise provided to Licensee under the Prime Contract, including, but not limited to, satellite imagery, vector, attribute or other data, or other related documentation, information or content.

B.2 Licensed Content-Planet Content as defined in the Master Subscription Service and Content License Agreement:

A. Content Type: RapidEye and PlanetScope data

B. Content Years: Archive + new imagery collected and published in the Planet Platform

C. Content Territory: Global

D. Distribution Territory: Limited by Scientific Use license

E. Download Quota: Unlimited (see Quota Management for details) for NASA as an organization; individual sub-organizations are limited to 5M km² by default; exceptions handled with NASA and Planet coordination.

F. Publication Timeframe: One month delayed publication by default; exceptions handled with NASA and Planet coordination.

C. DERIVATIVE: Any addition, improvement, update, modification, translation, transformation, adaptation or derivative work of or to the Data Products, which is authored, created or developed by or on behalf of the US Government or its Related Entities, including, without limitation, any reformatting of the Data Products into a different format or media from which it is delivered and any addition of data, information or other content to the Data Products.

D. RELATED ENTITY: A contractor, subcontractor, partner, recipient or grantee of the US Government assigned, tasked or contracted with for or on behalf of NASA to perform activities related to the Data Products that is bound in writing to the same or more restrictive terms as expressed herein, and provided that in no event may a Related Entity be a satellite imagery provider.

E. SCIENTIFIC USE: Use by Authorized Users of the Data Products pursuant to a NASA-initiated, NASA funded investigation established through a NASA Research Announcement or similar public notice of opportunity, and performed for the sole purpose of conducting experiments, evaluation, research, and/or development, including basic and applied research under the NASA Applied Sciences Program. Scientific use means: (i) Use of Planet Content by NASA's Authorized Users for NASA's Earth science research and application activities including the creation of Derivative Products for the purpose of conducting experiments, evaluation, research, and/or development, including applied research under the NASA Applied Sciences Program; and (ii) Derivative Products of Planet Content may be made available to the scientific community by NASA's Authorized Users through publication in journals or other established channels of public dissemination as soon as practicable and consistent with good scientific practice. Courtesy copies of upcoming reports or publications by Related Entities shall be furnished to NASA and Contractor for informational purposes only. When possible, Related Entities should make reasonable efforts to provide these courtesy copies prior to publication. Scientific Use is not intended for the development of commercial products or services and does not include activities funded or sponsored by non-governmental organizations or activities outside of NASA.

F. US GOVERNMENT PURPOSE USE: Use of the DATA by Authorized Users, which use is limited to NASA's internal Scientific Use and NASA's Related Entities use solely in support of NASA's SCIENTIFIC USE. US Government Purpose Use does not include use of the Data Products for Commercial Use. Data may be reproduced and used by Authorized Users solely for Scientific Use. All rights not granted herein are reserved by the Contractor.

II. DATA PRODUCTS OWNERSHIP AND USAGE RIGHTS

A. The Data Products are and will remain the exclusive property of the Contractor delivering the Data Products to the Licensee under the Prime Contract.

B. Licensee and its Authorized Users shall:

1. Use the particular data set of the Data Products only for Scientific Use.

2. Maintain the Data Products in confidence under reasonable protective conditions as set forth in *Exhibit A*. Authorized Users may include the employees, contractors, and students of Related Entities who are assigned a specific task that requires access to the Data Products so long as suitable protective measures have been taken and subject to written agreement by any such Authorized Users to the same terms and conditions herein.

3. Be entitled to create Derivatives subject to the following terms and conditions:

a. Derivative Products of Planet Content may be made available to the scientific community by NASA's Authorized Users through publication in journals or other established channels of public dissemination as soon as practicable and consistent with good scientific practice. Courtesy copies of upcoming reports or publications by Related Entities shall be furnished to NASA and Contractor for informational purposes only. When possible, Related Entities should make reasonable efforts to provide these courtesy copies prior to publication.

b. Derivatives may not be used for Commercial Use.

c. NASA and Related Entities may store, share and use Derivatives amongst themselves under reasonable protective conditions, subject to Contractor's underlying intellectual property rights.

d. All Data Products and Derivatives, as appropriate, shall contain a copyright notice similar to what follows:

i. For Data Products: "© Planet Labs Inc. 20XX All Rights Reserved" (where "20XX" should be replaced with the then-current year).

ii. For Derivatives: "Includes copyrighted material of Planet Labs Inc. All Right Reserved"

iii. A joint copyright notice may be used as appropriate.

e. Neither Licensee nor its Authorized Users shall publish the Data Products or derivatives or disclose the Data Products to any third party other than as otherwise permitted within Scientific Use. or as otherwise expressly permitted by Contractor in writing.

III. MISCELLANEOUS PROVISIONS

A. The parties will comply with all applicable laws, rules and regulations, including, but not limited to, export control regulations.

B. The use of Contractors' Data Products by NASA and Related Entities does not, in any manner, constitute an endorsement by NASA of Data Products.

C. Except for the limited license rights as herein defined, these terms and conditions do not constitute the grant of a license under copyright, patent, patent application or other intellectual property. All rights not set forth herein are reserved.

D. These terms and conditions shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with United States federal law.

E. These terms and conditions and the supplemental terms of *MASTER PLATFORM ACCESS AND CONTENT LICENSE AGREEMENT FEDERAL AGENCY END USER* hereto constitute the entire agreement between the parties with respect to the use of Data Products by Licensee and its Authorized Users. No amendment or modification to these terms and conditions is valid without a writing that is signed by both parties.

F. If any provision of these terms and conditions is invalid, illegal or unenforceable, that provision will be deemed to be stricken from these terms and conditions and the remainder will continue in effect and be valid and enforceable to the fullest extent of the law.

G. Reservation of Rights. Except for the limited usage rights expressly provided herein, Contractor retains all rights, title, and interest, including all intellectual property rights and all other Planet intellectual property. All rights not expressly granted herein are hereby reserved.

H. Authorized User Accounts-Authorized Users are provided user accounts on the Planet Platform. The Planet Platform is an online, cloud-based, tool for browsing, viewing and downloading Planet Content. Planet Content can also be accessed and downloaded via Planet's API. Each Authorized User account will be created within a sub-organization under the NASA parent account on Planet's User Administration system (known technically as "AdminNG").

Default Download Quota : Each sub-organization will be allocated a default download quota of 5M km². Authorized Users who are interested in a larger download quota shall submit a request to the NASA Program Office for a larger download quota with justification with regards to their particular scientific purpose. NASA will work with Planet to determine the optimal approach to providing any additional download quotas.

Default Timeframe for Planet Imagery Availability: Each sub-organization will have access to Planet Imagery one month after the imagery is initially collected, also known as "delayed publication." Authorized Users who are interested in access to Planet Imagery as soon as it is collected and published, or without delayed publication, shall submit a request to the NASA Program Office including a justification with regards to their particular scientific purpose. NASA will work with Planet to determine the optimal approach to providing this access.

I. Program Management

Onboarding : Planet shall provide accounts to Authorized Users following an onboarding process, which may include Planet training, established along with NASA's program manager.

Quota Management: Planet shall provide NASA unlimited access to PlanetScope imagery. Planet and NASA will work together to establish a process to support scientists who desire access to more than 5M sqkm of imagery for their research. Planet will work with NASA to optimize access and downloads to ensure that Planet's egress costs for moving data in the cloud are not excessive. Planet expects that downloading less than 20B km2 of imagery is within the acceptable range of costs, and will work with NASA on ways to minimize duplication of data downloads to avoid unnecessary and excessive cost.